

MG01

Particulars of a mortgage or charge



iris  
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form to re-  
gister particulars of a charge for a S  
company. To do this, please use  
form MG01s

MONDAY



A44 \*AXZHUQ3A\*

20/12/2010

60

COMPANIES HOUSE

1

**Company details**

Company number

0 6 0 7 4 7 7 1

Company name in full

Zoopla Limited (the "Chargor")

2

For official use



**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation

01/12/2010

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Mortgage Debenture made between the Chargor (1) and the Bank (2) (the  
"Mortgage Debenture")

4

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

All monies which now are or at any time hereafter  
may be or become due or owing by the Chargor to the  
Bank under the Loan Agreement, whether actual or  
contingent, now existing or hereafter incurred by  
the Chargor to the Bank (and whether due, owing or  
incurred by the Chargor alone or jointly with any  
other person(s) and in whatever name, form or style  
and whether as principal or surety) and all other  
monies and liabilities payable or to be discharged  
by the Chargor under or pursuant to this Mortgage  
Debenture

(the "Secured Obligations")

**Continuation page**

Please use a continuation page if  
you need to enter more details

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**5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**  
Please use a continuation page if you need to enter more details

Name	Silicon Valley Bank
Address	3003 Tasman Drive, Santa Clara, California, 95054, USA (the "Bank")
Postcode	
Name	
Address	
Postcode	

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**  
Please use a continuation page if you need to enter more details

Short particulars

- 1 Mortgages and Charges
  - 3 1 Mortgages and Fixed and Floating Charges
    - 3 1 1 The Chargor, with full title guarantee, (and to the intent that the security so constituted shall be a continuing security in favour of the Bank) charged for the payment and discharge of the Secured Obligations
      - (a) by way of first fixed charge the following namely -
        - (i) all estates and other interests in freehold, leasehold and other immovable property wheresoever situate now or hereafter belonging to the Chargor (including, without limitation, all its right, title and interest in the Property and all buildings, trade and other fixtures, fixed plant and machinery belonging to the Chargor from time to time on any such freehold, leasehold and other immovable property,
        - (ii) all book and other debts and monetary claims now or at any time hereafter due or owing or incurred to the Chargor including all accounts with banks and the moneys deposited therein and interest accruing and arrears and claims arising in respect of accounts, together with the full benefit of all guarantees and securities therefore and indemnities in respect thereof and all liens, reservations of title, rights of tracing and other rights enabling the Chargor to enforce any such debts or claims,
        - (iii) the benefit of all insurance policies and contracts of insurance relating to the Collateral and all moneys payable under any such policies and contracts and all VAT payable on the same,
        - (iv) the benefit of all rentals, rents, service charges and licence fees (if any) payable under or in respect of any lease, underlease, tenancy or agreement for lease affecting the Collateral and all VAT payable on the same, and of all personal covenants given by any tenant or occupier of the Property or guarantor of such tenant or occupier to the Chargor,
        - (v) the Chargor's rights now or hereafter to recover any VAT on any supplies made to it relating to the Collateral and any sums so recovered,

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

- (vi) the benefit of all contracts, deeds, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time entered into by or enjoyed by or held by the Chargor (including but without limitation any deposit or other sum paid by way of security or paid under any contract for the sale of the Collateral or any part thereof or under any option contract relating to the Collateral (whether or not such deposit is forfeited), and all compensation paid in relation to the Collateral) and all VAT payable on the same.
- (vii) all stocks, shares, debentures, loan capital, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures and loan capital of any other body corporate now or at any time hereafter belonging to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing.
- (viii) the goodwill of the Chargor and its uncalled capital now or at any time hereafter in existence and future calls (whether made by the directors of the Chargor or by a Receiver appointed hereunder or a liquidator).
- (ix) all and any sums payable, by purchasers or others, upon the disposal (whether by transfer, assignment or otherwise) of, or the grant or creation of, any interest in the Collateral or any part thereof, and including any other sums of a capital nature derived from the Collateral or any part thereof, and including compensation or damages received for any use or disturbance, blight or compulsory purchase in respect of the Property or any part thereof, after deduction in each case of all reasonable costs and expenses directly and properly incurred in connection with such disposal, grant or creation, and
- (x) all chattels now or at any time hereafter owned, hired, leased or rented by the Chargor to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract insofar as the same are capable of being charged

- (b) by way of first floating charge the whole of the Chargor's undertaking and all its property, rights and assets whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively charged to the Bank by way of fixed charge or assigned to the Bank by sub-clause (a) of Clause 3.1.1 of the Mortgage Debenture or otherwise pursuant to the Mortgage Debenture

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created by the Mortgage Debenture

#### 1.2 Continuing Security

The security from time to time constituted by or pursuant to this Mortgage Debenture shall -

- (a) be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Bank may at any time hold for any of the Secured Obligations and it is hereby declared that no prior or other security or other interest held by the Bank over the Collateral or any part thereof shall merge in the security created hereby or pursuant thereto and
- (b) remain in full force and effect as a continuing security until the discharge and satisfaction of all the Secured Obligations and the Chargor is under no further obligation actual or contingent under the Mortgage Debenture

#### 2 Restrictions on other Securities and Disposals

##### 2.1 Negative Pledge

The Chargor shall not at any time without the prior written consent or agreement of the Bank, such consent or agreement, in the case of paragraph (b) below not to be unreasonably withheld or delayed (and to the intent that any purported dealing in contravention of this Clause shall be void and of no effect) -

- (a) create, or purport to create, extend or permit to subsist any mortgage or other fixed security, floating charge, pledge, hypothecation or lien (other than a lien arising by question of law) or other security interest of any kind, whether in any such case ranking in priority to or *pari passu* with the fixed and floating charges created by the Chargor under Clause 3.1.1 of the Mortgage Debenture above or any other security of the Bank created pursuant to the Mortgage Debenture or any security interest of any kind over the IP Rights in each case other than the Permitted Liens, or
- (b) sell, transfer, lease, lend or otherwise dispose of whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any material part of the Chargor's undertaking or of its assets, or enter into an agreement for sale, transfer, lease, loan or other disposal of the whole or any such part

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

#### Definitions

"Bank's Rights"	means any of the rights, powers and remedies provided by the Mortgage Debenture or by law,
"Bank"	means Silicon Valley Bank (and includes its successors in title and assigns as provided in sub-clause 26.1 of the Mortgage Debenture)
"Charged Debts"	means the book and other debts and liabilities hereby charged as more particularly referred to in Clause 3.1.1(a)(ii) of the Mortgage Debenture
"Collateral"	means the property, assets and income of the Chargor for the time being mortgaged, assigned or charged (whether by way of fixed or floating charge) to the Bank by or pursuant to the Mortgage Debenture and each and every part thereof,
"Default Rate"	means the rate of interest payable pursuant to Clause 8.3 of the Loan Agreement after the occurrence of an Event of Default
"IP Rights"	the intellectual property rights set out in Schedule 1 to the Form MG01 together with all present and future copyrights, patents and all registered patents owned by the Chargor from time to time and all registered designs owned by or licensed by or to the Chargor from time to time, trademarks, service marks, brand names and/or business names, inventions, design rights and all other intellectual property rights whatsoever whether registered or unregistered in all or any part of the world in which the Chargor is legally, beneficially or otherwise interested,
"Loan Agreement"	means the loan agreement dated on or about the date of the Mortgage Debenture between the Chargor and the Bank,
"Permitted Liens"	bears the meaning given that term in the Loan Agreement
"Property"	means all the freehold and/or leasehold properties which is the subject of this security and refers to each and every part of the Property including all buildings, fixtures and fittings and fixed plant and machinery from time to time thereon owned by the Chargor and the proceeds of sale of all or any part thereof, and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect thereof,
"Security Interest"	means any mortgage, charge, pledge, lien, hypothecation, encumbrance, assignment, trust arrangement, title retention, or other security interest (other than a lien arising in the ordinary course of business by operation of law),
"Security Period"	means the period commencing on the date of the Mortgage Debenture and ending on the date upon which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
"VAT"	means Value Added Tax payable pursuant to the provisions of the Value Added Tax Act 1994 or any other tax amending, replacing or substituting the same

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### SCHEDULE 1

#### IP RIGHTS

##### Domain Names

Zoopla co uk

##### Trademarks

TM Number	Mark Text	Type	Date	Status	Classes
2019784A	HOT PROPERTY	WO	05 05 1995	Registered	16 35
2019784B	Hot Property	DW	05 05 1995	Registered	16 35
2418516	thinkproperty com	DW	04 04 2006	Registered	35 36
2449536	thinkproperty com	DW	15 03 2007	Registered	16 38 41 42
2457564	THINKPROPERTY	WO	05 06 2007	Registered	35 36
E5844171	Zoopla	WO	10 03 2007	Registered	35 36 38

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X Taylor Wessing LLP

X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name UAKG/UCYK

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 - London

Telephone



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

COMPANY NO. 6074771  
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED  
14 DECEMBER 2010 AND CREATED BY ZOOPLA LTD FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO SILICON VALLEY BANK ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 20 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 DECEMBER  
2010

DX



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES